

## **EXHIBIT “A”**

IN THE DISTRICT COURT OF EL PASO COUNTY TEXAS  
2010-4752 JUDICIAL DISTRICT

MAUREEN WOODHOUSE  
Plaintiff,

v.

SANOFI-AVENTIS  
Defendant.

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CAUSE NO:

2010 DEC 3 11 4 07  
EL PASO COUNTY  
2010-4752

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES Maureen Woodhouse, hereinafter called Plaintiff, complaining of and about Sanofi-Aventis, hereinafter called Defendant, and for cause of action shows unto the Court the following:

**DISCOVERY CONTROL PLAN LEVEL**

Plaintiff intends that discovery be conducted under Discovery Level 2.

**PARTIES AND SERVICE**

Plaintiff, Maureen Woodhouse, is an individual whose address is El Paso County, Texas.

Defendant Sanofi-Aventis the maker of Ambien, may be served pursuant to sections 5.201 and 5.255 of the Texas Business Organizations Code by serving the registered agent, Corporation Services Company, 211 E. 7<sup>TH</sup> Street, Suite 620, Austin, Texas 78701. Service of said Defendant as described above can be effected by certified mail, return receipt requested.

**JURISDICTION AND VENUE**

The subject matter in controversy is within the jurisdictional limits of this court.

This court has jurisdiction over Defendant Sanofi-Aventis, because said Defendant purposefully availed itself of the privilege of conducting activities in the state of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Sanofi-Aventis will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

Plaintiff would also show that the cause of action arose from or relates to the contacts of Defendant Sanofi-Aventis to the state of Texas, thereby conferring specific jurisdiction with respect

to said Defendant.

Furthermore, Plaintiff would show that Defendant Sanofi-Aventis engaged in activities constituting business in the state of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendant committed a tort in whole or in part in Texas.

Venue in El Paso County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

#### **FACTS**

On or about December 6, 2008, Maureen Woodhouse, and while using the Ambien for the purpose and in the manner in which it was intended to be used, suddenly and without warning injuring Maureen Woodhouse, as hereinafter described. Plaintiff was placed in a trance like state by usage of said product causing her to suffer severe physical and emotional trauma.

#### **LIABILITY OF SANOFI-AVENTIS**

While engaged in the manufacture and sale of the Ambien, Defendant, Sanofi-Aventis manufactured and sold a certain Abien and other like products, to consumers within the stream of commerce. Defendant, Sanofi-Aventis intended and expected that the Ambien, so introduced and passed on in the course of trade would ultimately reach a consumer or user in the condition in which it was originally sold.

Plaintiff, Maureen Woodhouse, also alleges that the product in question, namely the Ambien, was defective and unsafe for its intended purposes at the time it left the control of Sanofi-Aventis and at the time it was sold in that it failed in its design and the product was defectively designed and unreasonably dangerous in that it caused Plaintiff to experience a sleep walk like condition.

Plaintiff therefore invokes the doctrine of strict liability in Section 402A, Restatement of the Law of Torts, 2d, and as adopted by the Supreme Court of Texas. Further, in this connection, Plaintiff would show the court that the defect in design was a producing cause of the injuries and damages set forth below.

Pleading further, Plaintiff would show the court that the occurrence made the basis of this suit and the resulting injuries and damages set out below were a direct and proximate result of negligence attributable to Sanofi-Aventis in one or more of the following respects, or by a combination thereof:

- A. Failing to use due care in the manufacture of the Ambien

B. Failing to use due care in the design of the Ambien

C. Failing to use proper materials reasonably suited to the manufacture or design of the Ambien or the component parts thereof

D. Failing to use due care to test and/or inspect the Ambien or the component parts thereof to determine its durability and function ability for the purpose for which it was intended

Pleading further, Plaintiff would show the court that the occurrence made the basis of this suit and the resulting injuries and damages set out below were a direct and proximate result of the negligence of Sanofi-Aventis in one or more of the following respects, or by a combination thereof:

A. Failing to place the Ambien on the market with a warning to the users of the device that the Ambien might cause severe unintended reaction.

All of which Defendant, Sanofi-Aventis knew, or in the exercise of ordinary care, should have known.

In addition, Defendant Sanofi-Aventis expressly and impliedly warranted to the public generally, that the Ambien was of merchantable quality and was safe and fit for the purpose intended when used under ordinary conditions and in an ordinary manner. Plaintiff relied upon these express and implied warranties and suffered the injuries and damages set forth below as a proximate result of the breach of these warranties.

Defendant's aforementioned conduct constitutes a careless, negligent, and reckless disregard of a duty of care for others.

#### **EXEMPLARY DAMAGES**

Plaintiff would show that on the occasion in question Defendant Sanofi-Aventis made certain representations to Plaintiff with the intention of inducing the Plaintiff to rely upon such representations when Defendant knew such representations were false. Plaintiff would show that Plaintiff relied upon such representations believing them to be true and suffered severe damages as a result.

Defendant Sanofi-Aventis's acts or omissions described above, when viewed from the standpoint of Defendant Sanofi-Aventis at the time of the act or omission, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to Plaintiff and others. Defendant Sanofi-Aventis had actual, subjective awareness of the risk involved in the above

described acts or omissions, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiff and others.

Based on the facts stated herein, Plaintiff requests exemplary damages be awarded to Plaintiff from Defendant Sanofi-Aventis.

**DAMAGES FOR PLAINTIFF, MAUREEN WOODHOUSE**

As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, Maureen Woodhouse was caused to suffer physical and emotional trauma to include:

- A. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in El Paso County, Texas;
- B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;
- C. Physical pain and suffering in the past;
- D. Physical pain and suffering in the future;
- E. Physical impairment in the past;
- F. Physical impairment which, in all reasonable probability, will be suffered in the future;
- G. Loss of earnings in the past;
- H. Loss of earning capacity which will, in all probability, be incurred in the future;
- I. Loss of Consortium in the past, including damages to the family relationship, loss of care, comfort, solace, companionship, protection, services, and/or physical relations;
- J. Loss of Consortium in the future including damages to the family relationship, loss of care, comfort, solace, companionship, protection, services, and/or physical relations;
- K. Loss of Parental Consortium in the past, including damages to the parent-child relationship, including loss of care, comfort, solace, companionship, protection, services, and/or parental love;
- L. Loss of Parental Consortium in the future including damages to the parent-child relationship, including loss of care, comfort, solace, companionship, protection, services, and/or parental love;
- M. Loss of Mental Function;

- N. Mental anguish in the past;
- O. Mental anguish in the future;
- P. Fear of future disease or condition;

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff, Maureen Woodhouse, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for damages in an amount within the jurisdictional limits of the Court; exemplary damages, excluding interest, and as allowed by Sec. 41.008, Chapter 41, Texas Civil Practice and Remedies Code; together with pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

By:   
MAUREEN WOODHOUSE  
PRO-SE

**PLAINTIFF HEREBY DEMANDS TRIAL BY JURY**

## OFFICER'S RETURN

Came to hand this the 14 day of FEBRUARY <sup>2011</sup> A.D. 2010, at El Paso County, State of Texas, by delivering to each of the within-named defendants, in person, a true copy of this Citation, having first endorsed thereon the date of delivery, together with the accompanying true and correct copy of the Plaintiff's Pleading, at the following times and places, to-wit:

| Name                         | Month | Date Day | Year | Hour | Time Min. | M. | Place, and Courses and Distance from Court House |
|------------------------------|-------|----------|------|------|-----------|----|--|
| SANDOZ-ALVARADO              | 2     | 22       | 11   | 11   | 01        | AM | 211 E 7th St Austin TX 78701                     |
| by certified mail            |       |          |      |      |           |    |  |
| 1/b in possession of weapons |       |          |      |      |           |    |  |
| 1 am penalty                 |       |          |      |      |           |    |  |

And not executed as to the defendant, \_\_\_\_\_

diligence used in finding said defendant, being \_\_\_\_\_ and the cause of failure to execute this process is: \_\_\_\_\_ and the

information received as to the whereabouts of the said defendant, being \_\_\_\_\_ FEES-  
SERVING \_\_\_\_\_ cop \_\_\_\_\_ \$ \_\_\_\_\_ Sheriff,

Total \_\_\_\_\_ By \_\_\_\_\_ County, Texas Deputy

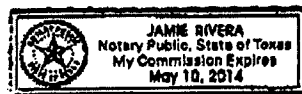
## CERTIFICATE OF DELIVERY

I do hereby certify that I delivered to Sandoz-Alvarado Service Company by certified mail on the 12 day of FEBRUARY 2010, at 11:01 o'clock AM. This copy of this instrument. 2011

By Shirley Sheriff  
By Shirley County, Texas Deputy

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 28 DAY OF FEBRUARY 2010  
2011

(SEAL)



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

(Service for Personal Service—Clerk Court—Class II (Rev. 1-8-8))

Issued but not  
prepared by Clerk

## THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: Sanofi-Aventis the maker of Ambien, by serving its registered agent, Corporation Services Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701

## GREETINGS:

You are hereby commanded to appear by filing a written answer to Plaintiff's Original Petition at or before 10:00 o'clock a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable Judge of the 205<sup>th</sup> Judicial District Court of El Paso County, Texas at the Court House of said County in El Paso, Texas.

Said Plaintiff's Original Petition was filed in said Court, by Maureen Woodhouse, Pro-Se, 6546 Desert Hills, El Paso, Texas 79925, on the Third day of December AD, 2010 in a suit Numbered 2010-4752 in the Docket of said Court, and styled:

## MAUREEN WOODHOUSE v. SANOFI-AVENTIS

The nature of Petitioner's demand is fully shown by a true and correct copy of Plaintiff's Original Petition accompanying this citation and made part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas this the 26 day of December A.D. 2010.

## CLERK OF THE COURT

GILBERT SANCHEZ, District Clerk  
Rm. 103 COUNTY COURTHOUSE  
500 East San Antonio  
El Paso, Texas



Attest: GILBERT SANCHEZ, District Court  
El Paso County, Texas

By [Signature], Deputy

Rule 106: "the citation shall be served by the officer delivering to each defendant, in person, a true copy of the citation with the date of delivery endorsed thereon and with a copy of the petition attached thereto."

DISTRICT CLERK 15

IN THE 205<sup>TH</sup> DISTRICT COURT  
OF EL PASO COUNTY  
STATE OF TEXAS

NOT  
DISTRICT  
2011 MAR 2  
BY *[Signature]*  
RECEIVED

MAUREEN WOODHOUSE  
Plaintiff.

§

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v

§

CAUSE NO. 2010-4752

SANOFI-AVENTIS the makers of Ambien  
Defendants.

§

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**  
 • Complete items 1 and/or 2 for additional services.  
 • Complete items 3, 4a, and 4b.  
 • Print your name and address on the reverse of this form so that we can return this card to you.  
 • Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 • Write "Return Receipt Requested" on the mailpiece below the article number.  
 • The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1. ☐ Addressee's Address  
 2. ☐ Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 Sanofi-Aventis the makers of Ambien  
 c/o Corporation Services Company  
 211 E. 7<sup>th</sup> Street, Suite 620  
 Austin, TX 78701

4a. Article Number  
 7004 2510 0002 9338 8961

4b. Service Type  
☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery  
 2 22 11

5. Received By: (Print Name)  
*SA Ventres*

6. Signature: (Addressee or Agent)  
 X

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 Domestic Return Receipt

Thank you for using Registered Mail - Return Receipt Service.